(1)

Whereas Elizabeth Robinson, late of the town of Wethersfield, county of Hartford, and state of Connecticut, deceased, left a last will and testament, which has been duly proved and approved in the Probate Court of the District of Hartford in said state of Connecticut:

And Whereas said Elizabeth Robinson, after the execution of said will, made, in her own hand-writing, certain intended alterations in, or additions to, the same upon two different sheets of paper, which were found after her death with said will, and clearly indicate her intention and wishes respecting the disposition, after her decease, of a portion of her estate. Copies of said will and writings are hereto annexed and marked "A" "B" & "C" respectively:

And Whereas after the execution of said will and before the decease of the testatrix there died of the legatees named in said will the following, viz: George Robinson, a brother, and Caroline E. Smith (wife of James A. Smith, Jr. and daughter of said George Robinson) and Helen E. Tracy, nieces, of the testatrix:

And Whereas certain questions have arisen in relation to the proper construction of some of the provisions of said will:

Now Therefore, for the expreſs purpose of carrying out the intention of said Elizabeth Robinson as indicated in said last will and writings, and for the purpose of making such division and distribution of her property and estate as we believe to have been her wish and desire:

We, Harriet W. Robinson of Hartford, Connecticut, and widow of said George Robinson, Edward D. Robinson of Arden, North Carolina, Theresa R. Buck and Henry Buck, her husband, of Wethersfield, Connecticut, Louisa R. Corning and her husband, John B. Corning, Frank Robinson, Charles W. Robinson, Mary W. Tracy and her husband, John F. Tracy, Henry N. Robinson, Frederick W. Robinson, all of Hartford, Connecticut, Arthur Robinson and Jane H. Robinson, his wife, of Rochester, New York, and Edward Robinson and Mary W. Robinson both of New York City, being (with the exception of said widow and said husbands) the residuary legatees under said will and the legal representatives, under the statutes of said state of Connecticut, of said Elizabeth Robinson in consideration of the mutual agreements herein contained, do severally promise, covenant and agree with each other as follows:

First. That there shall be paid from the estate of said Elizabeth Robinson to Helen Louisa Tracy and Clara Gould Tracy, daughters of Helen C. Tracy, deceased the sum of $250. each.

Second: That there shall be paid from the estate of said Elizabeth Robinson to the children of Caroline E. Smith, deceased, the sum of $250., the same to be equally divided between them.

Third: That said Louisa R. Corning shall make such division and distribution as she may deem best, and among such of the relatives of the testatrix as she may desire, of all the estate bequeathed by the 12th and 13th, sections of said will. In making distribution of the same, however, it is expected that said Louisa R. Corning will conform, so far as poſsible, to the wishes of said Elizabeth Robinson, as indicated in the papers attached and marked "B" and "C".

Fourth: That the one third of residue given by the fourteenth section of said will to George Robinson shall be equally divided among his children.

Fifth: That all the provisions of said will, except those contained in the first, fourth, twelfth, thirteenth and fourteenth sections shall be fully carried out by the executor or executors thereof, and the provisions of said first, fourth, twelfth, thirteenth and fourteenth sections shall be carried out as the same are modified by the terms of this agreement.

And we, and each of us, hereby authorize and direct the executor or executors of said will in the settlement of the estate of said Elizabeth Robinson to conform to the provisions of this agreement, and further agree to properly execute and deliver any and all other writings that may be deemed necessary to the proper settlement of the estate of said Elizabeth Robinson, pursuant to her said will and the provisions of this agreement.

K8c